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10/622,286

07/18/2003

Ernie F. Brickell

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EXAMINER

TO, BAOTRAN N

ART UNIT

PAPER NUMBER

2135

MAIL DATE

DELIVERY MODE

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PAPER

Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

Office Action Summary

Application No.

10/622,286

Applicant(s)

BRICKELL, ERNIE F.

Examiner

BaoTRAN N. To

Art Unit

2135

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --
Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period **will** apply and **will** expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply **will**, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

- 1) ☒ Responsive to communication(s) filed on 27 March 2008.
- 2a) ☒ This action is **FINAL**. 2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

- 4) ☒ Claim(s) 1,3-6,11,26,28-31 and 33-35 is/are pending in the application.
- 4a) Of the above claim(s) 2, 7-10, 12-25, 27 and 32 (Canceled) is/are withdrawn from consideration.
- 5) ☐ Claim(s) _____ is/are allowed.
- 6) ☒ Claim(s) 1,3-6,11,26,28-31 and 33-35 is/are rejected.
- 7) ☐ Claim(s) _____ is/are objected to.
- 8) ☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on _____ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some * c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. _____.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

* See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date _____.
- 4) ☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date: _____.
- 5) ☐ Notice of Informal Patent Application
- 6) ☐ Other: _____.

DETAILED ACTION

1. This Office action is in response to the Applicant's Amendment filed 03/27/2008.
Claims 1, 5, 11, 26, 28-31, and 33-34 are amended.
Claims 2, 7-10, 12-25, 27 and 32 are canceled.
Claims 1, 3-6, 11, 26, 28-31, and 33-35 are presented for examination.

Response to Arguments

1. Applicant's arguments filed 03/27/2008 have been fully considered but they are not persuasive. The amended limitations are addressed in the following rejections.

Claim Rejections - 35 USC § 112

The following is a quotation of the first paragraph of 35 U.S.C. 112:

The specification shall contain a written description of the invention, and of the manner and process of making and using it, in such full, clear, concise, and exact terms as to enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the same and shall set forth the best mode contemplated by the inventor of carrying out his invention.

2. Claims 1, 3-6, 11, 26, 28-35 are rejected under 35 U.S.C. 112, first paragraph, as failing to comply with the written description requirement. The claim(s) contains subject matter which was not described in the specification in such a way as to reasonably convey to one skilled in the relevant art that the inventor(s), at the time the application was filed, had possession of the claimed invention. After carefully reviewing paragraphs 13 and 17 in the specification of the present application as suggested by Applicant's Representative, Examiner states that there is no support for the amended limitation "the authorization certificate including revoker certificate associated with the revoker" in the

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independent Claims 1, 11, and 26. Applicant's Representative is required to clarify this issue in the next response.

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

3. Claims 1, 3-6, 11, 26, 28-35 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claims 1, 11, and 26 recite the limitation "sending the authorization certificate to the first party" in line 10. It is unclear that the first party or revoking party is receiving the authorization certificate. According to the paragraph 17 in the specification is disclosed such as "In another embodiment, each revoking entity may receive an authorization certificate from the RDS or from another authority that authorizes that entity as a revoker for Alice's certificate."

Claim Objections

4. Claims 1, 11, and 26 are objected to because of the following informalities: "the digital certificate" in lines 12, 16-17 should be ----the digital certificate of the second party----. Appropriate correction is required.

Claims 3 and 6 are objected to because of the following informalities: The method of claim 2 in line 1 should be-- The method of claim 1---. Appropriate correction is required.

Claim 4 is objected to because of the following informalities: "the second party's certificate" in line 3 should be --- certificate of the second party. Appropriate correction is required.

Claim 5 is objected to because of the following informalities: "the digital certificate" in line 3 should be --- the digital certificate of the second party---. Appropriate correction is required.

Claim 34 is objected to because of the following informalities: "The system of claim 32" in line 1 should be ---The system of claim 11---. Appropriate correction is required.

Claim Rejections - 35 USC § 103

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

5. Claims 1, 3-6, 11, 26, 28-31, and 33-35 are rejected under 35 U.S.C. 103(a) as being unpatentable over Cook et al. (U.S. Patent 6,922,776) hereinafter Cook in view of Kaliski Jr., (U.S. Patent 6,085,320) hereinafter Kaliski, and further in view of Geer, Jr. et al, (U.S. Patent 6,212,634 B1) hereinafter Geer.

With the respect to claims 1 and 26, Cook discloses registering a first party and a second party with a database at a server (see col. 10, lines 10-30; selection of contracts associated with users are stored in a database on the certificate server), wherein the first party is register as a party relying on a digital certificate of the second party (Figure 2, col. 9, lines 5-15); Bob 30 submits the contract to the certificate server 100, step 256);

receiving a request to revoke the second party's certificate after registering the first party (see col. 7, lines 13-22; col. 7, lines 40-48; revocation of the electronic certificate).

Cook does not disclose "authenticating the request in accordance with a pre-defined policy associated with the digital certificate of the second party."

However, Kaliski discloses authenticating the request in accordance with a pre-defined policy associated with the digital certificate of the second party (see col. 2, lines 22-35; col. 4, lines 5-9; col. 5, lines 30-31).

Therefore, it would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains to have modified Cook reference to include the teachings of Kaliski to have included the step of authenticating the request in accordance with a pre-defined policy for the integrity of the communication between the parties and also "for protection against the certification authority or unauthorized servers, respectively" (see Kaliski Jr. col. 2, lines 39-41).

Cook and Kaliski disclose the limitations of Claims 1 and 26 above. Cook and Kaliski do not disclose generating an authorization certificate by a revoker of digital

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certificates; sending the authorization certificate to the first party, the authorization certificate including a revoker certificate associated with the revoker.

However, Geer expressly discloses generating an authorization certificate by a revoker of digital certificates (Abstract and Figure 2A, step 27); sending the authorization certificate to the first party (Abstract and Figure 2A, step 33), the authorization certificate including a revoker certificate associated with the revoker (col. 3, lines 55- col. 4, line 30).

Accordingly, it would have been obvious to one of ordinary skill in the art at the time the invention was made to have incorporated Geer's invention within Cook and Kaliski to include generating an authorization certificate by a revoker of digital certificates; sending the authorization certificate to the first party. One of ordinary skill in the art would have been motivated to do this because it would use the authorization certificate as evidence that the authorized computer is authorized by the owner (col. 1, lines 42-45).

Cook, Kaliski, and Geer disclose the limitations of Claims 1 and 26 above. Cook, Kaliski, and Geer further disclose revoking the digital certificate (see Cook, col. 6, lines 47-54; col. 7, lines 13-20; replacement of the entire electronic certificate with a new electronic certificate) in accordance to a revocation policy (Cook, col. 6, lines 50-55; the change in the condition of the electronic certificate may be due to something internal in the electronic certificate 154 itself, such as an expiration date causing the electronic certificate 154 to expire); and

initiating communication with the first party to indicate that the digital certificate has been revoked (see Cook, col. 6, lines 55-62; certificate server second module is for notifying a user of the electronic certificate condition when its revoked), wherein the communication includes notifying the first party that the digital certificate has been revoked (Cook, col. 9, lines 34-36, Once the change is detected, the module 208 notifies Bob 30 of the change, step 264), wherein the notification is further sent to other parties registering with the database as relying on the second party's certificate (Cook, col. 6, lines 59-65; The certificate user 30 may also comprise one or more of a plurality of users in a company who are notified when any electronic certificate 154 in the company's domain is revoked or changed.)

With the respect to claim 11, Cook discloses a system comprising: a server having an integrated circuit coupled with a storage medium via a bus (see Figure 1, element 100, col. 6, lines 35-38), the server further having a registration database (see col. 10, lines 10-30; selection of contracts associated with users are stored in a database on the certificate server) to register a first party as a relying party for a digital certificate of the second party (Figure 2, col. 9, lines 5-15); (Bob 30 submits the contract to the certificate server 100, step 256);

receiving a request to revoke the second party's certificate after registering the first party (see col. 7, lines 13-22; col. 7, lines 40-48; revocation of the electronic certificate).

Cook does not disclose "authenticating the request in accordance with a pre-defined policy associated with the digital certificate of the second party."

However, Kaliski discloses authenticating the request in accordance with a pre-defined policy associated with the digital certificate of the second party (see col. 2, lines 22-35; col. 4, lines 5-9; col. 5, lines 30-31).

Therefore, it would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains to have modified Cook reference to include the teachings of Kaliski to have included the step of authenticating the request in accordance with a pre-defined policy for the integrity of the communication between the parties and also "for protection against the certification authority or unauthorized servers, respectively" (see Kaliski Jr. col. 2, lines 39-41).

Cook and Kaliski disclose the limitations of Claims 1 and 26 above. Cook and Kaliski do not disclose generating an authorization certificate by a revoker of digital certificates; sending the authorization certificate to the first party, the authorization certificate including a revoker certificate associated with the revoker.

However, Geer expressly discloses generating an authorization certificate by a revoker of digital certificates (Abstract and Figure 2A, step 27); sending the authorization certificate to the first party (Abstract and Figure 2A, step 33), the authorization certificate including a revoker certificate associated with the revoker (col. 3, lines 55- col. 4, line 30).

Accordingly, it would have been obvious to one of ordinary skill in the art at the time the invention was made to have incorporated Geer's invention within Cook and

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Kaliski to include generating an authorization certificate by a revoker of digital certificates; sending the authorization certificate to the first party. One of ordinary skill in the art would have been motivated to do this because it would use the authorization certificate as evidence that the authorized computer is authorized by the owner (col. 1, lines 42-45).

Cook, Kaliski, and Geer disclose the limitations of Claims 1 and 26 above. Cook, Kaliski, and Geer further disclose revoking the digital certificate (see Cook, col. 6, lines 47-54; col. 7, lines 13-20; replacement of the entire electronic certificate with a new electronic certificate) in accordance to a revocation policy (Cook, col. 6, lines 50-55; the change in the condition of the electronic certificate may be due to something internal in the electronic certificate 154 itself, such as an expiration date causing the electronic certificate 154 to expire); and

initiating communication with the first party to indicate that the digital certificate has been revoked (see Cook, col. 6, lines 55-62; certificate server second module is for notifying a user of the electronic certificate condition when its revoked), wherein the communication includes notifying the first party that the digital certificate has been revoked (Cook, col. 9, lines 34-36, Once the change is detected, the module 208 notifies Bob 30 of the change, step 264), wherein the notification is further sent to other parties registering with the database as relying on the second party's certificate (Cook, col. 6, lines 59-65; The certificate user 30 may also comprise one or more of a plurality of users in a company who are notified when any electronic certificate 154 in the company's domain is revoked or changed.)

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With the respect to claims 3, 27, and 32, Cook, Kaliski, and Geer disclose the limitations of Claims 1 and 11 above. Cook, Kaliski, and Geer further disclose wherein initiating communication with the first party (see col. 6, lines 55-57; certificate server second module is for notifying a user) further comprises sending a revocation message to a machine (see col. 6, lines 44-47 "workstation, pc, fax machine, etc") that is associated with the first party (see col. 7, lines 1-8; col. 7, lines 40-48; notify by electronic mail the certificate user the certificate change of condition like revocation).

With the respect to claims 4 and 29, Cook, Kaliski, and Geer disclose the limitations of Claims 1 and 11 above. Cook, Kaliski, and Geer further disclose verifying authenticity of the revocation message (see Cook col. 7, lines 1-8; col. 7, lines 40-48; col. 8 line 60-col.9 line 5; "executing various authentication procedures and modifying access control information to indicate the revocation of the second party's certificate (see Cook col. 8, lines 1-5; "updating the electronic certificate with respect to the certificate user to the new version of the electronic certificate").

With the respect to claims 5, 30, and 34, Cook, Kaliski, and Geer disclose the limitations of Claims 1 and 11 above. Cook, Kaliski, and Geer further disclose wherein accepting the request to revoke the second party's certificate comprises accepting the request by authenticating a signature (see Cook, col. 8, lines 60-64; "The certificate server may sign, or authenticate Alice's electronic certificate") incorporated in the

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request with one of a list of revoker certificates associated with the second party's certificate (see Cook, col. 7, lines 30-34; a certificate revocation list-CRL).

With the respect to claims 6, 31, and 35, Cook, Kaliski, and Geer disclose the limitations of Claims 1 and 11 above. Cook, Kaliski, and Geer further disclose wherein the server initiating communication with a first party (see Cook col. 6, lines 55-57; certificate server second module is for notifying a user) further comprises the server sending an email message to an email address for the first party (see Cook col. 7, lines 1-8; "electronic mail").

Conclusion

6. Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

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the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Baotran N. To whose telephone number is (571)272-8156. The examiner can normally be reached on Monday-Friday from 8:00 to 4:30.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kim Y. Vu can be reached on 571-272-3859. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

/B. N. T./

Examiner, Art Unit 2135

/KimYen Vu/

Supervisory Patent Examiner, Art Unit 2135